

Called meeting of the City Council

Austin, Texas, March 13rd 1907

Hon H. D. Shelley Mayor, presiding

Roll Called

Present Aldermen Crookshen Elmes Hayes Katz Petri Powell
Scott & Wilhelm

Absent Aldermen Armstrong Macken Moore Moore
Rodd & Von Rosenberg

Alderman Crookshen moved a Call of the Council which
was seconded and carried, and the Marshal directed
to bring in the absentees

The following Call of the Council was read

A Meeting of the City Council is hereby called to
meet in the temporary Council Chamber (Smith Office
building) West 6th at 8 o'clock P.M. this the 13th day of
March A.D. 1907, for the following purposes

First - To make an appropriation for the purchase of
Fourteen Thousand (\$14,000) Refunding bonds of the City
of Austin

Second - To receive and act upon a supplemental application
of the Consolidated Construction Company and the recommendation
of citizens thereon to rebuild the dam

H. D. Shelley Mayor
H. L. Hayes
L. M. Crookshen
F. A. Scott.

Austin Texas March 13th 1907

I hereby certify that I have served the above call by
having it announced by officers Fox, Austin and Griffin to
each of the following named Aldermen fourth:

H. D. Wilhelm, H. C. Rodd, A. Elmes, P. H. Powell, L. M.
Crookshen, C. Von Rosenberg, G. J. Armstrong, Joe Macken,
Henry Petri, L. J. Hartman, H. L. Hayes, F. A. Scott,
Katy Katz. And by leaving a copy of same at the
residence of C. H. Moore who is out of the City

H. J. Morris City Marshal
Aldermen Armstrong & Rodd entered the Council
Chamber.

In Motion of Alderman Crookshen the Call of
the Council was suspended

By Alderman Hayes an ordinance appropriating
the sum of \$12,919.92 dollars for the purpose of
purchasing bonds on the sinking fund

The ordinance was read the first time and passed
under suspension of the rules as follows, etc.
It is ordered Aldermen Armstrong, Crookshen Elmes, Hayes,
Katy Petri Powell Rodd & Wilhelm

Motion None

Bonds purchased
be suspended

Ilderman have presented the following Amended
proposition from the Consolidated Construction Company
to Rebuild the Dam.

Austin, Texas, March 13, 1907

To the Honorable,

The Mayor and City Council of the City of Austin,

Austin, Texas:

Uncluded Dam
proposition

In view of the fact that some two or three propositions have
herefore been made to your Honorable Body and also to
the Citizen Committee, of which Joe Marion P. is
Chairman, it is deemed advisable that the proposition
for the construction of the dam across the Colorado River,
at or near the location of the dam that was partially
destroyed in 1900, be now submitted to you, Court:

We will construct a dam at the site and of the height
of the old one, together with fore-bay and head-gates,
unless after careful investigation by our Engineer we
are advised that it is not practicable to permanently
maintain a dam at that location. If we construct said dam
at the old site, we will repair the powerhouse and put it in
good condition, of the size and dimensions as before its partial
destruction.

If it is found impracticable to locate the dam at the site
aforesaid, we will then erect a dam at some other location
to be mutually agreed upon between the City and ourselves
said dam to be of such height as to develop water power
under a head of fifty-five feet, when the dam is full to its
crest. In this event, we will construct a suitable power
house at the location so chosen.

Immediately upon the completion of the dam and
power house, we will turn over to the City for its operation
all of the above mentioned buildings, including the dam,
head-gates, power house, etc., together with the exclusive right
to use the entire water power developed by said dam,
and the exclusive use and control of the lake formed
by the construction of said dam, for any and all purposes.

We will maintain the dam, fore-bay and headgates so
constructed by us for a period of forty (40) years from the
date of their completion at the end of forty (40) years from
the completion of the dam and appliances, we will turn
over and surrender same to the City of Austin as its absolute
property.

Which in the event of the destruction of the dam
during the term of forty years, we will the annual payment
hereinafter named to the City until the time of
reconstruction. It is your most honored City City
Court, for resolution.

At the spring, 1907, we, according to custom,

First: That the City furnish us with dimensions, specifications, tables, drawings and Engineering reports, now existing or hereafter to be in its possession relating to the construction and operation of the old dam and plant
 Second: That it will turn over to us without expense all material in the old dam, and power house
 Third: That it will furnish to us free of rent during the period of construction the right to occupy such City property as may be necessary for the work of construction
 Fourth: That in the event of the location of the dam at some New Point, the City will furnish the land necessary for construction and equipment, together with adequate overland rights
 Fifth: That the City at its expense maintain the buildings which we turn over to it, aside from the dam forebay and water gates on headgates pay all taxes and assessments which may be rendered against said property during the term of said contract
 Sixth: That the City pay us for the use of the water power developed by the use of said dam, the sum of \$65,000.00 per year for a period of forty (40) years from the time of its completion and acceptance by the City payable in semi-annual installments of \$32,500.00

The further agree to begin the actual work of rebuilding the dam within Ninety (90) days after the Contract is signed and finish and turn over to the City within two (2) years from the date of the signing of the Contract, the dam and Power house

The Company will further agree, in the event a Contract is entered into between the City of Austin and the Consolidated Construction Company to rebuild the dam as proposed, that the Consolidated Construction Company will insure the dam in some reputable and responsible insurance Company for and during the forty (40) years of the Contract in the sum of \$700,000.00, or in such sum as it may forth with Consolidated Construction Company to build the dam so as to insure the rebuilding of the same in the event the dam should break at any time during the forty (40) years

The further agree not to assign the proposed Contract to any other person, firm or corporation other than the Company, of New York City.

The foregoing is of course, a brief outline of the proposition. It is understood that certain details will necessarily be worked out in the form of a revised contract to be executed between us.

Respectfully submitted
Engineering & Construction

W. Gay & Clark and Company

Alderman Tom Parmenter called the Committee
Alderman Scott offered the following as an amendment
to the proposition

"It is also agreed and understood by the Consolidated
Construction Co and City that the City shall decide & determine
as is necessary what is to be done if the majority of the
Engineers appointed by the City and the Consolidated
Construction Co shall so decide & they, understanding
that cost of construction of said park gates shall be paid
by the Consolidated Construction Co."

On motion the amendment was referred to the Committee
to be appointed to act up to it.

Alderman Punta moved that the amended proposition
presented at this meeting be adopted, and be the proposition
to be submitted to a vote of the qualified voters of the City on
March 18th 1907, which motion prevailed by the
following vote

Yea Alderman Armstrong Crocker Cuneo Haynes Hatz	
Patti Cowell Scott Van Rosenberg & Wilhelm	10
Nay Alderman Tread	1

On Motion the Council adjourned

Geo. O. Johnson
City Clerk